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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SPOKANE

ANGELINE a/k/a ANGIE ESTES and LEO
ESTES, husband and wife, and the marital
community composed thereof,
Plaintiffs,

v.

US AIRWAYS, INC., a Delaware
corporation and US AIRWAYS GROUP,
INC., a Delaware corporation,
Defendants.

NO.

COMPLAINT FOR DAMAGES

JURY TRIAL DEMANDED

I. PARTIES

1.1 Plaintiffs Angie and Leo Estes are husband and wife. They are residents of
Chelan County, Washington.

1.2 Defendant US Airways, Inc. ("US Airways") is a corporation organized and
existing under the laws of the State of Delaware, maintaining its principal place of business in

1 the State of Arizona, and is registered to do business in the State of Washington and is engaged
2 in business within the County of King.

3 1.3 Defendant US Airways Group, Inc. ("US Airways Group") is a corporation
4 organized and existing under the laws of the State of Delaware, maintaining its principal place of
5 business in the State of Delaware. Based upon information and belief, US Airways Group is the
6 holding company for US Airways and is responsible for the acts, omissions and other wrongful
7 conduct of US Airways. At all relevant times, US Airways Group exercised such dominion and
8 control over US Airways that it is liable according to the law for the acts of US Airways. (The
9 Defendants identified in Paragraphs 1.2 and 1.3 are hereinafter referred to as the "US Airways
10 Defendants.")

11 1.4 At all times material hereto the US Airways Defendants were and are common
12 carriers in the business of transporting passengers for hire.

13 II. JURISDICTION AND VENUE

14 2.1 This action is properly brought before the United States District Court for the
15 Western District of Washington at Seattle pursuant to 28 U.S.C. §1332(a) on the basis of diversity
16 of citizenship and on the basis that the amount in controversy exceeds the jurisdictional amount of
17 \$75,000 as provided therein.

18 2.2 This action is properly brought before the United States District Court for the
19 Western District of Washington at Seattle because the US Airways Defendants reside in this district.

20 2.3 The US Airways Defendants maintain offices and conduct business in King County,
21 Washington.

22 2.4 The US Airways Defendants, at all times material hereto, have carried on substantial
23 and continuous business activities in the State of Washington.

1 2.5 The US Airways Defendants have appointed agents for service of process in
2 Washington State.

3 2.6 The US Airways Defendants have availed themselves of this jurisdiction.

4 **III. FACTS**

5 3.1 On February 12, 2008 Plaintiff Angie Estes was a fare-paying passenger aboard a
6 Boeing 737 aircraft operated as US Airways Flight No. 524 from Tucson to Phoenix Sky Harbor
7 International Airport in Phoenix, Arizona.

8 3.2 On February 12, 2008 Plaintiff Angie Estes was a fare-paying passenger aboard a
9 Boeing 757 aircraft operated as US Airways Flight No. 75 from Phoenix Sky Harbor International
10 Airport to Seattle-Tacoma International Airport in Washington (the flights identified in
11 Paragraphs 3.1 and 3.2 are hereinafter referred to as the “subject flights.” The aircrafts identified
12 in Paragraphs 3.1 and 3.2 are hereinafter referred to as the “subject aircraft”).

13 3.3 Upon information and belief, Plaintiff Angie Estes was seated in her assigned seat
14 on the subject flights as the flight crew prepared the cabin for departure.

15 3.4 Approximately ten minutes after the engines were started, Plaintiff Angie Estes saw
16 a mist began to enter the cabin from an unknown area on the aircraft. She, along with other
17 passengers, smelled a harsh, acrid odor.

18 3.5 Plaintiff Angie Estes inhaled unidentified toxic fumes produced from the smoke.

19 3.6 Plaintiff Angie Estes disembarked as scheduled in Seattle.

20 3.7 As a result of the foregoing exposure and inhalation of unidentified toxic fumes,
21 Plaintiff Angie Estes began to experience symptoms the following afternoon, February 13, 2008, of
22 uncontrollable chattering teeth.

4.5 After exposing its passengers to unidentified toxic fumes, the US Airways Defendants had a duty to inform each and every passenger exactly which chemicals they had been exposed to, all possible consequences of such exposure, and information relevant to medical treatment for such exposure (including antidotes). The US Airways Defendants also had a duty to measure the level of exposure each passenger sustained, as close in time to the fume event as practicable.

V. NOTICE

5.1 Plaintiffs hereby re-allege and incorporate all paragraphs in Sections I-IV, above, and by reference herein.

5.2 Prior to the subject flight, the US Airways Defendants received actual or constructive notice of the bleed air problems in their fleet and/or the subject aircraft.

5.3 Prior to the subject flight, the US Airways Defendants received actual or constructive notice of the maintenance problems in their fleet and/or the subject aircraft.

5.4 Prior to the subject flight, the US Airways Defendants received actual or constructive notice of the dangers posed to the safety of its passengers and crew by allowing toxic fumes to enter the cabin of its aircraft.

5.5 Prior to the subject flight, the US Airways Defendants received actual or constructive notice of toxic fumes entering the cabin of their aircrafts and/or the subject aircraft.

VI. LIABILITY

6.1 Plaintiffs hereby re-allege and incorporate all paragraphs in Sections I-V, above, and by reference herein.

1 6.2 The US Airways Defendants were negligent in that they failed to exercise the
2 highest degree of care commensurate with the practical operation of the subject flights in its
3 business as a common carrier.

4 6.4 The US Airways Defendants were negligent in that they failed to follow relevant
5 safety, operation, maintenance, repair, service, and inspection procedures with regard to the
6 subject aircraft.

7 6.5 The US Airways Defendants were negligent in that they failed to provide aircraft
8 that were in good mechanical condition and free of defects.

9 6.6 The US Airways Defendants were negligent in that, after exposing their
10 passengers to unidentified toxic fumes, it failed to inform each and every passenger which
11 chemicals they had been exposed to, all possible consequences of such exposure, and
12 information relevant to medical treatment for such exposure (including antidotes). The US
13 Airways Defendants were also negligent in that they failed to measure the level of exposure each
14 passenger sustained, as close in time to the fume event as practicable.

15 6.7 The US Airways Defendants' negligence proximately caused injuries and
16 damages to Plaintiffs as identified in Section VIII of this Complaint.

17 **VII. BREACH OF CONTRACT**

18 7.1 Plaintiffs hereby re-allege and incorporate all paragraphs in Sections I-VI, above,
19 and by reference herein.

20 7.2 The US Airways Defendants agreed to safely transport Plaintiff Angie Estes in
21 exchange for compensation. This contract included the agreement, express and/or implied, to
22 transport Plaintiff Angie Estes safely, in a non-negligent manner.

7.3 The US Airways Defendants breached this agreement by failing to safely transport Plaintiff Angie Estes without accident or incident, and by failing to ensure that the subject aircraft were in good mechanical condition and free of defects such as toxic fumes. As a result, Plaintiffs sustained damages as identified in Section VIII.

VIII. DAMAGES

8.1 Plaintiffs hereby re-allege and incorporate all paragraphs in Sections I-VII, above, and by reference herein.

8.2 The US Airways Defendants' negligence, their acts and omissions, their breaches of their duties as a common carrier, and their failure to meet the applicable standards, principles, and practices proximately caused injuries and damages to Plaintiff Angie Estes, including but not limited to physical injuries, past and future medical expenses, past and future pain and suffering, past and future emotional distress, past and future loss of enjoyment of life, past and future physical disability, trauma, fear, fright, embarrassment, and any and all special and general damages allowed by law or otherwise, and property loss, all in an amount to be proven at trial. As of the date of this Complaint for damages, Plaintiff Angie Estes has not recovered from her injuries, which are therefore alleged to be permanent in nature. Also, as of the date of this Complaint for damages, Plaintiff Angie Estes has not been made aware of the actual chemical substances that she was exposed to.

8.3 The US Airways Defendants' negligence proximately caused Plaintiff Leo Estes to suffer a loss of consortium, including loss of love, affection, care, services, companionship, society, and consortium.

IX. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment of liability in favor of the Plaintiffs and

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1 against the Defendants herein as follows:

2 9.1 For judgment against Defendants for general and special damages in an amount to
3 be proven at the time of trial;

4 9.2 For all costs and expenses herein;

5 9.3 For prejudgment interest on all damages herein;

6 9.4 For attorney fees, disbursements, and litigation expenses; and

7 9.5 For such other and further relief as this Court deems just and equitable.

8 DATED this 8th day of February, 2010.

9 BRODKOWITZ LAW

10 /s/Alisa Brodkowitz

11 ALISA BRODKOWITZ, WSBA #31749

12 Counsel for Plaintiffs

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